

02755/0205241-US0

\*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).  
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Benjamin Oshlack, Mark Chasin and Frank Pedi, Jr. (as amended)Application No./Patent No.: 10/731,678 Filed/Issue Date: December 8, 2003Entitled: ORALLY ADMINSTRABLE OPIOID FORMULATIONS HAVING EXTENDED DURATION OF EFFECTPurdue Pharma L.P., a Limited Partnership  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a true copy of the original assignment is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Benjamin Oshlack and Mark Chasin To: Euroceltique, S.A.  
The document was recorded in the United States Patent and Trademark Office at Reel 006777, Frame 0886.
2. From: Euro-Celtique S.A. To: Purdue Pharma L.P.  
The document was recorded in the United States Patent and Trademark Office at Reel 008581, Frame 0030.
3. From: Benjamin Oshlack and Mark Chasin To: Euro-Celtique S.A.  
The document was recorded in the United States Patent and Trademark Office at Reel 015281, Frame 0654.

- ☒ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO.]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Philip C. Strassburger  
Signature

April 16, 2007  
Date

Philip C. Strassburger  
Printed or Typed Name

(203) 588-7639  
Telephone Number

Vice President, Intellectual Property Counsel  
Title

**STATEMENT UNDER 37 CFR 3.73(b) - Supplemental Sheet**

Continuation of chain of title from the inventor(s) to the current assignee.

4. From: Euro-Celtique S.A. To: Purdue Pharma L.P.  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel 018154 , Frame 0088 .
5. From: Benjamin Oshlack, Mark Chasin and Frank Padi, Jr. To: Euro-Celtique S.A.  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_ , Frame \_\_\_\_\_ , or for which a copy thereof is attached.
6. From: Euro-Celtique S.A. To: Purdue Pharma L.P.  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_ , Frame \_\_\_\_\_ , or for which a copy thereof is attached.
7. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_ , Frame \_\_\_\_\_ , or for which a copy thereof is attached.
8. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_ , Frame \_\_\_\_\_ , or for which a copy thereof is attached.
9. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_ , Frame \_\_\_\_\_ , or for which a copy thereof is attached.

**ASSIGNMENT**

I, Benjamin Oshlack, a citizen of Australia, residing at 350 South Ocean Boulevard, Apt. 3D, Boca Raton, Florida 33432;

I, Mark Chasin, a citizen of the United States, residing at 3 Turnberry Drive, Monroe, New Jersey 08831; and

I, Frank Pedit, Jr., a citizen of the United States, residing at 2773 Hyatt Street, Yorktown Heights, New York 10598;

and each of us, if more than one person is identified above (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00), or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to ASSIGNOR by

Euro-Celtique S.A.

a Corporation organized under the laws of Luxembourg, located at 122 Boulevard de la Petrusse, Luxembourg L-2330, LUXEMBOURG (hereinafter "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest, **throughout the world** in and to my Invention entitled:

**ORALLY ADMINSTRABLE OPIOID FORMULATIONS HAVING EXTENDED  
DURATION OF EFFECT**


invented by me and described in Patent Application No. 10/731,678, filed on December 8, 2003, in the United States of America; and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being my entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And I hereby authorize and request the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: 12 April 2007



Benjamin Oshlack, Inventor

Dated: \_\_\_\_\_

Mark Chasin, Inventor

Dated: \_\_\_\_\_

Frank Pedi, Jr., Inventor

**ASSIGNMENT**

I, Benjamin Oshlack, a citizen of Australia, residing at 350 South Ocean Boulevard, Apt. 3D, Boca Raton, Florida 33432;

I, Mark Chasin, a citizen of the United States, residing at 3 Turnberry Drive, Monroe, New Jersey 08831; and

I, Frank Pedi, Jr., a citizen of the United States, residing at 2773 Hyatt Street, Yorktown Heights, New York 10598;

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And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And I hereby authorize and request the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: \_\_\_\_\_

Dated: April 19, 2007

Dated: \_\_\_\_\_

\_\_\_\_\_  
Benjamin Oshlack, Inventor

Mark Chasin  
Mark Chasin, Inventor

\_\_\_\_\_  
Frank Pedi, Jr., Inventor

**ASSIGNMENT**

I, Benjamin Oshlack, a citizen of Australia, residing at 350 South Ocean Boulevard, Apt. 3D, Boca Raton, Florida 33432;

I, Mark Chasin, a citizen of the United States, residing at 3 Turnberry Drive, Monroe, New Jersey 08831; and

I, Frank Pedir, a citizen of the United States, residing at 2773 Hyatt Street, Yorktown Heights, New York 10598;

and each of us, if more than one person is identified above (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00), or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to ASSIGNOR by

Euro-Celtique S.A.

a Corporation organized under the laws of Luxembourg, located at 122 Boulevard de la Petrusse, Luxembourg L-2330, LUXEMBOURG (hereinafter "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest, **throughout the world** in and to my Invention entitled:

**ORALLY ADMINSTRABLE OPIOID FORMULATIONS HAVING EXTENDED  
DURATION OF EFFECT**

invented by me and described in Patent Application No. 10/731,678, filed on December 8, 2003, in the United States of America; and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being my entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;



And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And I hereby authorize and request the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Benjamin Oshlack, I nventor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mark Chasin, I nventor

Dated: 04/05/07

Frank P. Jr.  
Frank P. Jr., I nventor

ASSIGNMENT

WHEREAS, Euro-Celtique S.A., having a place of business at 122 Boulevard de la Petrusse, L-2330 Luxembourg (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00) or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to it by


Purdue Pharma L.P.

a Limited Partnership organized under the laws of Delaware and having a place of business at One Stamford Forum, Stamford, Connecticut 06901-3431 (hereinafter referred to as "ASSIGNEE"), does hereby sell and assign to the said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest **in and for the United States of America only**, in and to the Invention owned by it and described in Patent Application No. 10/731,678 filed in the United States Patent and Trademark Office on December 8, 2003 and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being **the entire ownership interest** in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made;

And ASSIGNOR hereby authorizes and requests the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNOR, and that all of the foregoing is true and correct.

Dated: 16 APRIL, 2007

By:   
Name: Douglas Docherty  
Title: Director